

06 CV 12879

JS 44C/SDNY  
REV. 12/2005

JUDGE CASTEL

## CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for use of the Clerk of Court for the purpose of initiating the civil docket sheet.

PLAINTIFFS GREEN, MITCHELL, et al.

DEFENDANTS ABERCROMBIE &amp; FITCH, CO., et al.

ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

ATTORNEYS (IF KNOWN)

Gregory K. McGillivray, WOODLEY & MCGILLIVRAY  
1125 15th Street, NW Suite 400 Washington, DC 20005

UNKNOWN

CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE)

This is an action under Fair Labor Standards Act seeking declaratory judgment, backpay and other relief pursuant to 28 U.S.C. Sections 1331, 1337 and 29, U.S.C. Section 216(b), and 29 U.S.C. Section 201 et seq.

Has this or a similar case been previously filed in SDNY at any time? No ☒ Yes? ☐ Judge Previously AssignedIf yes, was this case Vol ☐ Invol. ☐ Dismissed. No ☐ Yes ☐ If yes, give date

(PLACE AN [x] IN ONE BOX ONLY)

## NATURE OF SUIT

ACTIONS UNDER STATUTES

BANKRUPTCY

OTHER STATUTES

<b>CONTRACT</b> <input type="checkbox"/> 110 INSURANCE <input type="checkbox"/> 120 MARINE <input type="checkbox"/> 130 MILLER ACT <input type="checkbox"/> 140 NEGOTIABLE INSTRUMENT <input type="checkbox"/> 150 RECOVERY OF OVERPAYMENT & ENFORCEMENT OF JUDGMENT <input type="checkbox"/> 151 MEDICARE ACT <input type="checkbox"/> 152 RECOVERY OF DEFAULTED STUDENT LOANS (EXCL VETERANS) <input type="checkbox"/> 153 RECOVERY OF OVERPAYMENT OF VETERANS BENEFITS <input type="checkbox"/> 160 STOCKHOLDERS SUITS <input type="checkbox"/> 180 OTHER CONTRACT <input type="checkbox"/> 195 CONTRACT PRODUCT LIABILITY <input type="checkbox"/> 196 FRANCHISE		<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 AIRPLANE <input type="checkbox"/> 315 AIRPLANE PRODUCT LIABILITY <input type="checkbox"/> 320 ASSAULT, LIBEL & SLANDER <input type="checkbox"/> 330 FEDERAL EMPLOYERS' LIABILITY <input type="checkbox"/> 340 MARINE <input type="checkbox"/> 345 MARINE PRODUCT LIABILITY <input type="checkbox"/> 350 MOTOR VEHICLE <input type="checkbox"/> 355 MOTOR VEHICLE PRODUCT LIABILITY <input type="checkbox"/> 360 OTHER PERSONAL INJURY		<b>PERSONAL INJURY</b> <input type="checkbox"/> 362 PERSONAL INJURY - MED MALPRACTICE <input type="checkbox"/> 365 PERSONAL INJURY PRODUCT LIABILITY <input type="checkbox"/> 368 ASBESTOS PERSONAL INJURY PRODUCT LIABILITY  <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 OTHER FRAUD <input type="checkbox"/> 371 TRUTH IN LENDING <input type="checkbox"/> 380 OTHER PERSONAL PROPERTY DAMAGE <input type="checkbox"/> 385 PROPERTY DAMAGE PRODUCT LIABILITY		<b>FORFEITURE/PENALTY</b> <input type="checkbox"/> 610 AGRICULTURE <input type="checkbox"/> 620 FOOD & DRUG <input type="checkbox"/> 625 DRUG RELATED SEIZURE OF PROPERTY <input type="checkbox"/> 630 LIQUOR LAWS <input type="checkbox"/> 640 RR & TRUCK <input type="checkbox"/> 650 AIRLINE REGS <input type="checkbox"/> 660 OCCUPATIONAL SAFETY/HEALTH <input type="checkbox"/> 690 OTHER  <b>LABOR</b> <input checked="" type="checkbox"/> 710 FAIR LABOR STANDARDS ACT <input type="checkbox"/> 720 LABOR/MGMT RELATIONS <input type="checkbox"/> 730 LABOR/MGMT REPORTING & DISCLOSURE ACT <input type="checkbox"/> 740 RAILWAY LABOR ACT <input type="checkbox"/> 790 OTHER LABOR LITIGATION <input type="checkbox"/> 791 EMPL RET INC SECURITY ACT		<input type="checkbox"/> 422 APPEAL 28 USC 158 <input type="checkbox"/> 423 WITHDRAWAL 28 USC 157  <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 COPYRIGHTS <input type="checkbox"/> 830 PATENT <input type="checkbox"/> 840 TRADEMARK  <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 MIA (1395FF) <input type="checkbox"/> 862 BLACK LUNG (923) <input type="checkbox"/> 863 DIWC (405(g)) <input type="checkbox"/> 864 DIWW (405(g)) <input type="checkbox"/> 864 SSID TITLE XVI <input type="checkbox"/> 865 RSI (405(g))		<input type="checkbox"/> 400 STATE REAPPORTIONMENT <input type="checkbox"/> 410 ANTITRUST <input type="checkbox"/> 430 BANKS & BANKING <input type="checkbox"/> 450 COMMERCE/ICC RATES/ETC <input type="checkbox"/> 460 DEPORTATION <input type="checkbox"/> 470 RACKETEER INFLUENCED & CORRUPT ORGANIZATION ACT (RICO) <input type="checkbox"/> 480 CONSUMER CREDIT <input type="checkbox"/> 490 CABLE/SATELLITE TV <input type="checkbox"/> 810 SELECTIVE SERVICE <input type="checkbox"/> 850 SECURITIES/COMMODITIES/EXCHANGE <input type="checkbox"/> 875 CUSTOMER CHALLENGE 12 USC 3410 <input type="checkbox"/> 891 AGRICULTURE ACTS <input type="checkbox"/> 892 ECONOMIC STABILIZATION ACT <input type="checkbox"/> 893 ENVIRONMENTAL MATTERS <input type="checkbox"/> 894 ENERGY ALLOCATION ACT <input type="checkbox"/> 895 FREEDOM OF INFORMATION ACT <input type="checkbox"/> 900 APPEAL OF FEE DETERMINATION UNDER EQUAL ACCESS TO JUSTICE <input type="checkbox"/> 950 CONSTITUTIONALITY OF STATE STATUTES <input type="checkbox"/> 890 OTHER STATUTORY ACTIONS	
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Check if demanded in complaint:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DO YOU CLAIM THIS CASE IS RELATED TO A CIVIL CASE NOW PENDING IN S.D.N.Y.? IF SO, STATE:

DEMAND \$ UNKNOWN OTHER JUDGE DOCKET NUMBER

Check YES only if demanded in complaint  
JURY DEMAND: ☒ YES ☐ NO

NOTE: Please submit at the time of filing an explanation of why cases are deemed related.

(SEE REVERSE)

(PLACE AN x IN ONE BOX ONLY)

## ORIGIN

☒ 1 Original Proceeding☐ 2a. Removed from State Court☐ 3 Remanded from Appellate Court☐ 4 Reinstated or Reopened☐ 5 Transferred from (Specify District)☐ 6 Multidistrict Litigation☐ 7 Appeal to District Judge from Magistrate Judge Judgment☐ 2b. Removed from State Court

AND at least one party is a pro se litigant

(PLACE AN x IN ONE BOX ONLY)

## BASIS OF JURISDICTION

☐ 1 U.S. PLAINTIFF☐ 2 U.S. DEFENDANT☒ 3 FEDERAL QUESTION (U.S. NOT A PARTY)☐ 4 DIVERSITY

IF DIVERSITY, INDICATE CITIZENSHIP BELOW. (28 USC 1332, 1441)

## CITIZENSHIP OF PRINCIPAL PARTIES (FOR DIVERSITY CASES ONLY)

(Place an [X] in one box for Plaintiff and one box for Defendant)

CITIZEN OF THIS STATE	PTF DEF [ ] 1 [ ] 1	CITIZEN OR SUBJECT OF A FOREIGN COUNTRY	PTF DEF [ ] 3 [ ] 3	INCORPORATED and PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE	PTF DEF [ ] 5 [ ] 5
CITIZEN OF ANOTHER STATE	[ ] 2 [ ] 2	INCORPORATED or PRINCIPAL PLACE OF BUSINESS IN THIS STATE	[ ] 4 [ ] 4	FOREIGN NATION	[ ] 6 [ ] 6

## PLAINTIFF(S) ADDRESS(ES) AND COUNTY(IES)

Mitchell Green	James S. Gonzalez	Germaine Phenard	Frederico Sanchez	Grace Sewell
P.O. Box 523344	49 Elm Street	27-50 27th Street, Top Floor	120 91st Street #13J	509 W. 160th Street
Bronx, NY 10452	Staten Island, NY 10310	Astoria, NY 11102	New York, NY 10024	Apt. #1C
Bronx	Richmond	Queens	New York	New York, NY 10032
				New York

## DEFENDANT(S) ADDRESS(ES) AND COUNTY(IES)

CT Corporation System	CT Corporation System
On Behalf of Abercrombie & Fitch Trading Co. and	On behalf of Abercrombie & Fitch Co.
Abercrombie & Fitch Stores, Inc.	1633 Broadway
111 Eighth Street	New York, NY 10019
New York, NY 10011	New York
New York	

## DEFENDANT(S) ADDRESS UNKNOWN

REPRESENTATION IS HEREBY MADE THAT, AT THIS TIME, I HAVE BEEN UNABLE, WITH REASONABLE DILIGENCE, TO ASCERTAIN THE RESIDENCE ADDRESSES OF THE FOLLOWING DEFENDANTS:

Check one: THIS ACTION SHOULD BE ASSIGNED TO:  
(DO NOT check either box if this a PRISONER PETITION.)☐ WHITE PLAINS☒ FOLEY SQUARE

DATE 11/2/06 SIGNATURE OF ATTORNEY OF RECORD

RECEIPT #

ADMITTED TO PRACTICE IN THIS DISTRICT

☐ NO☒ YES (DATE ADMITTED Mo. 03 Yr. 2005)

Attorney Bar Code # LS-8260

Magistrate Judge is to be designated by the Clerk of the Court.

Magistrate Judge \_\_\_\_\_ is so Designated.

J Michael McMahon, Clerk of Court by \_\_\_\_\_ Deputy Clerk, DATED \_\_\_\_\_

UNITED STATES DISTRICT COURT (NEW YORK SOUTHERN)

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

GREEN, MITCHELL  
GONZALEZ, JAMES S.  
PHENARD, GERMAINE  
SANCHEZ, FREDERICO  
SEWELL, GRACE

Individually, and on behalf of all others  
Similarly situated as Class Representatives,

PLAINTIFFS,

v.

ABERCROMBIE & FITCH, CO.  
ABERCROMBIE & FITCH STORES, INC.  
ABERCROMBIE & FITCH TRADING, CO.  
d/b/a Abercrombie & Fitch,  
abercrombie, Hollister and Ruehl

DEFENDANTS.

Civil Action No.  
Jury Trial Requested

COMPLAINT

INTRODUCTION

1. Plaintiffs Mitchell Green, James S. Gonzalez, Germaine Phenard, Frederico Sanchez, and Grace Sewell are present and former loss prevention agents employed by Defendants. Plaintiffs regularly worked for Defendants over forty (40) hours per week without receiving overtime compensation for such hours worked. Plaintiffs, individually, on behalf of all others similarly situated, and as class representatives, by and through their attorneys, Woodley & McGillivray, complain of Defendants Abercrombie & Fitch, Co., Abercrombie & Fitch Stores, Inc., and Abercrombie & Fitch Trading, Co., d/b/a Abercrombie & Fitch, abercrombie, Hollister

and Ruehl (hereinafter referred to as "Defendants") as follows:

### **NATURE OF THE ACTION**

2. Plaintiffs allege on behalf of themselves, and other similarly situated current and former loss prevention agents who worked for the Defendants and who elect to opt into this action pursuant to the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 216 (b), that they are (i) entitled to unpaid wages from Defendants for overtime work for which they did not receive any overtime premium pay; and (ii) entitled to liquidated damages, plus attorneys fees and costs pursuant to the Fair Labor Standards Act, 29 U.S.C. §201 et seq.

3. Plaintiffs further complain on behalf of themselves, and a class of other similarly situated current and former loss prevention agents who worked for Defendants, pursuant to Fed. R. Civ. Proc. 23, that they are entitled to back wages from Defendants for overtime work for which they did not receive any overtime premium pay, pursuant to the New York Minimum Wage Act, N.Y. Lab. Law §§ 650 et seq., and the supporting New York State Department of Labor Regulations, 12 N.Y.C.R.R. Part 142.

### **JURISDICTION AND VENUE**

4. This Court has jurisdiction pursuant to 28 U.S.C. §§ 1331, 1337 and 29 U.S.C. § 216(b). Plaintiffs' claim under 29 U.S.C. § 201 et seq., the Fair Labor Standards Act, confers subject matter jurisdiction.

5. In addition, the Court has supplemental jurisdiction over Plaintiffs' state law claims pursuant to 28 U.S.C. § 1367. Both the New York Minimum Wage Act claim and Fair Labor Standards Act claim involve violations of similar overtime pay statutes for the same period of work – although a longer period for New York Minimum Wage

Act violations – performed by Plaintiffs. Claims similar to the New York Minimum Wage Act claim have been litigated frequently and allege violations similar to those set forth in this action. Moreover, the New York Minimum Wage Act claim does not predominate over the Fair Labor Standards Act claim.

6. Venue is proper in the Southern District of New York pursuant to 28 U.S.C. §1391. Defendants regularly transact business in this district, such that they are subject to personal jurisdiction here.

7. Defendants are engaged in interstate commerce.

8. This Court is empowered to issue a declaratory judgment pursuant to 28 U.S.C. §§ 2201 and 2202.

#### **CLASS ALLEGATIONS**

9. Plaintiffs sue on their own behalf and on behalf of a class of persons under Rule 23(a), (b)(2) and (b)(3) of the Federal Rules of Civil Procedure. The class which Plaintiffs seek to represent is composed of and defined as follows: all persons who, at any time during the previous three (3) years, up to and including the time class certification is granted, were employed by Defendants as loss prevention agents in any of Defendants' Abercrombie & Fitch, abercrombie, Hollister and Ruehl stores located throughout the United States (the "class" and "class period", respectively) (hereinafter "Plaintiffs" refer to both Named Plaintiffs and the class).

10. Plaintiffs bring their New York Minimum Wage Act claim on behalf of all persons who, at any time during the previous six (6) years, up to and including the time class certification is granted, employed by Defendants as loss prevention agents in any of Defendants' Abercrombie & Fitch, abercrombie, Hollister and Ruehl stores located in

New York State.

11. Numerosity. The persons in the Class identified above are so numerous that joinder of all members is impracticable. Although the precise number of such persons is unknown, and facts on which the calculation of that number are presently within the sole control of Defendants, upon information and belief, the class consists of several hundred employees and is too numerous to provide for individual adjudication. Plaintiffs are currently unaware of the identities of all the members of the Class. Accordingly, Defendants should be required to provide to Plaintiffs a list of all persons employed by Defendants as loss prevention agents at any of Defendants' Abercrombie & Fitch, abercrombie, Hollister and Ruehl stores since November 2, 2000, stating their last known addresses and telephone numbers, so that plaintiff can give such Class members notice of the pendency of this action and an opportunity to make an informed decision about whether to participate in it.

12. Typicality. The claims of the representative parties are typical of the claims of the Class.

13. Commonality. There are questions of law and fact common to the Class which predominate over any questions affecting only individual members, including:

a. whether the Defendants were required to pay Plaintiffs premium pay for hours worked in excess of forty per workweek within the meaning of the New York Minimum Wage Act and the Fair Labor Standards Act; and

b. whether the Defendants failed and/or refused to pay Plaintiffs premium pay for hours worked in excess of forty per workweek within the meaning of the New York Minimum Wage Act and the Fair Labor Standards Act.

14. Adequacy of Representation. The representative parties will fairly and adequately protect the interests of the Class.

15. Consistency. The class is large in number and widely dispersed. The prosecution of separate actions by fewer than all members of the class would create a risk of inconsistent or varying adjudications that would establish incompatible standards of conduct for the defendants. As a practical matter, prosecution of separate actions by fewer than all members of the class would be dispositive of the interests of the other members not parties to the adjudications or substantially impair their ability to protect their interests, and therefore would be an inefficient and unfair method by which to proceed. Accordingly, certification meets the requirements of Fed. R. Civ. P. 23(b)(1).

16. Impracticability of Individual Suits and Class-Wide Relief. A class action is superior to other available methods for the fair and efficient adjudication of the controversy — particularly in the context of wage and hour litigation where individual Plaintiffs lack the financial resources to vigorously prosecute a lawsuit in federal court against a corporate defendant. The Defendants have acted or refused to act on grounds generally applicable to the class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole. Common questions of law or fact predominate over any question affecting any individual member of the class. Accordingly, certification meets the requirements of Fed. R. Civ. P. 23(b)(2) and 23(b)(3).

### **THE PARTIES**

17. Plaintiff Mitchell Green is an adult individual residing in Bronx, Bronx County.



18. Plaintiff James S. Gonzalez is an adult individual residing in Staten Island, Richmond County.

19. Plaintiff Germaine Phenard is an individual residing in Astoria, Queens County.

20. Plaintiff Frederico Sanchez is an adult individual residing in New York City, New York County.

21. Grace Sewell is an adult individual residing in New York City, New York County.

22. Upon information and belief Defendant Abercrombie & Fitch, Co. is a domestic corporation doing business within the City and County of New York. Abercrombie & Fitch, Co. maintains corporate headquarters in Columbus, OH at 6301 Fitch Path, New Albany, OH 43054.

23. Upon information and belief Defendant Abercrombie & Fitch Stores, Inc. is a domestic corporation doing business within the City and County of New York. Abercrombie & Fitch Stores, Inc. maintains corporate headquarters in Columbus, OH at 6301 Fitch Path, New Albany, OH 43054.

24. Upon information and belief Defendant Abercrombie & Fitch Trading, Co. is a domestic corporation doing business within the City and County of New York. Abercrombie & Fitch Trading, Co. maintains corporate headquarters in Columbus, OH at 6301 Fitch Path, New Albany, OH 43054.

25. Upon information and belief Defendants are specialty retailers of apparel for men, women and children, and maintain approximately 897 stores located throughout New York and across the United States, within the following divisions:



Abercrombie & Fitch, abercrombie, Hollister and Ruehl.

### **STATEMENT OF FACTS**

26. Plaintiffs were initially hired and employed as loss prevention agents by Defendants.

27. The Plaintiffs' work was performed on the premises of the Defendants' Abercrombie & Fitch, abercrombie, Hollister and Ruehl stores, was performed in the normal course of the Defendants' stores' business and was integrated into the business of the Defendants' stores.

28. At all relevant times, the Defendants employed one or more Plaintiffs, as loss prevention agents.

29. At all relevant times, the job of Plaintiffs has been to: (1) monitor closed circuit televisions for purposes of discovering theft of goods on company premises; (2) greet customers at store entrances and observe and report suspicious activity; (3) report and assist in handling of persons suspected of engaging in theft; and (4) providing a security presence at the store, among other security related functions.

30. Upon information and belief, the Defendants have kept records of hours worked by the Plaintiffs. At all relevant times, Plaintiffs sign logbooks indicating the date and time they arrive to work and depart from work on a given day.

31. At all relevant times, Plaintiffs are and/or were regularly scheduled to work up to forty (40) hours per week.

32. Plaintiffs regularly worked in excess of forty (40) hours per week yet the Defendants willfully failed to pay Plaintiffs overtime pay of one and one-half times their regular hourly rate for all hours worked in excess of forty (40) hours per week, in

violation of the Fair Labor Standards Act and the New York Minimum Wage Act.

33. Upon information and belief, Plaintiffs have been classified by Defendants as exempt from the provisions of the FLSA, while at the same time being assigned by Defendants to perform a primary duty inconsistent with exempt status.

34. The members of the class are similarly situated because they all perform the same basic duties and assignments, and all are subject to Defendants' common policy and practice, implemented throughout all of Defendants' Abercrombie & Fitch, abercrombie, Hollister and Ruehl stores nationwide, of classifying loss prevention agents as exempt from the provisions of the FLSA.

35. Plaintiff Mitchell Green was employed by the Defendants in the position of loss prevention agent within the past three years.

36. Plaintiff James S. Gonzalez was employed by the Defendants in the position of loss prevention agent within the past three years.

37. Plaintiff Germaine Phenard was employed by the Defendants in the position of loss prevention agent within the past three years.

38. Plaintiff Frederico Sanchez was employed by the Defendants in the position of loss prevention agent within the past three years.

39. Plaintiff Grace Sewell was employed by the Defendants in the position of loss prevention agent within the past three years.

**FIRST CLAIM FOR RELIEF  
FAIR LABOR STANDARDS ACT**

40. For paragraphs 1 through 39, "Plaintiffs" refers to Named Plaintiffs and any class members who filed individual consents to sue in this action. Plaintiffs allege and

incorporate by reference the allegations in paragraphs 1 through 39 above.

41. Plaintiffs consent in writing to be a party to this action, pursuant to 29 U.S.C. § 216(b). Plaintiffs' written consents are attached hereto and incorporated by reference.

42. At all times relevant to this action, Plaintiffs were employed by the Defendants within the meaning of the FLSA.

43. At all times relevant to this action, Plaintiffs were engaged in commerce and/or the production of goods for commerce and/or Defendants were enterprises engaged in commerce or in the production of goods for commerce within the meaning of 29 U.S.C. §206(a) and 207(a).

44. Defendants willfully failed to pay Plaintiffs overtime compensation at rates not less than one and one-half times the regular rate of pay for each hour worked in excess of forty hours in a workweek, in violation of 29 U.S.C. § 207 (a)(1).

45. Due to Defendants' FLSA violations, Plaintiffs are entitled to recover from Defendants their unpaid overtime compensation, an additional equal amount as liquidated damages, reasonable attorneys' fees, and costs of the action, pursuant to 29 U.S.C. § 216 (b).

**SECOND CLAIM FOR RELIEF  
NEW YORK LABOR LAW**

46. Plaintiffs allege and incorporate by reference the allegations in paragraphs 1 through 45 above.

47. At all times relevant to this action, Plaintiffs were employed by the Defendants within the meaning of the New York Labor law, §§ 2 and 651.

48. The Defendants willfully violated Plaintiffs' rights by failing to pay Plaintiffs overtime compensation at rates not less than one and one-half times the regular rate of pay for each hour worked in excess of forty hours in a workweek in violation of the New York Minimum Wage Act and its regulations.

49. The Defendants' New York Labor Law violations have caused Plaintiffs irreparable harm for which there is no adequate remedy at law.

50. Due to the Defendants' New York Labor Law violations, Plaintiffs are entitled to recover from Defendants their unpaid overtime compensation, reasonable attorneys' fees, and costs of the action, pursuant to N.Y. Labor L. § 663(1).

51. Plaintiffs hereby waive their right to liquidated damages under New York Labor Law.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs respectfully request that this Court grant the following relief:

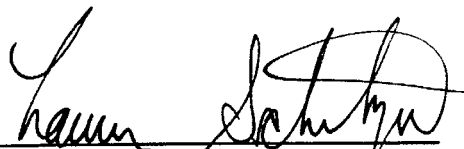
52. Certify this case as a class action pursuant to Fed. R. Civ. Proc. 23(b)(2);

53. Require Defendants to provide Plaintiffs with a list of all persons employed by Defendants at any of the Abercrombie & Fitch, abercrombie, Hollister and Ruehl

Dated: November 2, 2006

New York, NY

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lauren Schwartzreich", written over a horizontal line.

Lauren Schwartzreich (LS-8260)  
Gregory K. McGillivray (SSN: 0280)  
WOODLEY & MCGILLIVRAY  
1125 15<sup>th</sup> Street, N.W.  
Suite 400  
Washington, DC 20005  
Phone: (202) 833-8855

ATTORNEYS FOR THE PLAINTIFFS

**CONSENT TO SUE**

I hereby consent to sue my current/former employer Abercrombie & Fitch, for violations of the Fair Labor Standards Act and the New York State Minimum Wage Act.

Mitchell Green

Printed Name



Signature

**CONSENT TO SUE**

I hereby consent to sue my current/former employer Abercrombie & Fitch, for violations of the Fair Labor Standards Act and the New York State Minimum Wage Act.

James S. Gonzalez  
Printed Name

  
Signature



**CONSENT TO SUE**

I hereby consent to sue my current/former employer Abercrombie & Fitch, for violations of the Fair Labor Standards Act and the New York State Minimum Wage Act.

German Phanord

Printed Name

German Phanord

Signature

**CONSENT TO SUE**

I hereby consent to sue my current/former employer Abercrombie & Fitch, for violations of the Fair Labor Standards Act and the New York State Minimum Wage Act.

Federico Sanchez  
Printed Name

[Signature]  
Signature

**CONSENT TO SUE**

I hereby consent to sue my current/former employer Abercrombie & Fitch, for violations of the Fair Labor Standards Act and the New York State Minimum Wage Act.

Grace Sewell  
Printed Name

Grace Sewell  
Signature